

By: Craig R. Tractenberg Pa. Id. 34636  
**NIXON PEABODY LLP**  
Two Penn Center Plaza, Suite 200  
Philadelphia, PA 19102  
(215) 246-3525 (Telephone)  
(866) 852-2714 (Facsimile)

Attorneys for Plaintiffs and Third Party Defendant,  
Third Dunkin' Donuts Realty, Inc.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

**DUNKIN' DONUTS FRANCHISED  
RESTAURANTS LLC, DD IP HOLDER  
LLC, BASKIN-ROBBINS FRANCHISED  
RESTAURANTS LLC, and DB REAL  
ESTATE ASSETS I, LLC**

**Plaintiffs,**

**- vs. -**

**CLAUDIA I, LLC, et. al.**

**Defendants.**

**C.A. NO.: 12-cv-2010**

**ANSWER OF PLAINTIFF DB REAL ESTATE ASSETS I, LLC  
TO CROSS-CLAIM OF SPRING HILL REALTY AND CROSS-CLAIM OF  
PLAINTIFFS DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC, BASKIN-  
ROBBINS FRANCHISED RESTAURANTS LLC AND DB REAL ESTATE ASSETS I,  
LLC AGAINST DEFENDANT SPRING HILL REALTY, INC.**

Plaintiff DB Real Estate Assets I, LLC answers the cross-claim of Defendant Spring Hill Realty as follows:

1. Admitted.
2. Admitted.

3. Denied that Third Dunkin' Donuts Realty, Inc. ("TDDR") solely drafted the Prime Lease. To the contrary, the Prime Lease was a negotiated document. Admitted that one of Plaintiffs' predecessors built and designed the store on the premises.
4. Admitted that TDDR initially provided measurements to Spring Hill Realty Inc. ("Spring Hill"), which accepted the measurements for all purposes under the Prime Lease, including CAM assessment and taxes.
5. The information necessary to answer this allegation is within the exclusive control of an adverse party; accordingly, same is denied.
6. The information necessary to answer this allegation is within the exclusive control of an adverse party; accordingly, same is denied.
7. This allegation is a conclusion of law, deemed to be denied, and requires no further response.
8. This allegation is a conclusion of law, deemed to be denied, and requires no further response.

WHEREFORE, Plaintiff DB Real Estate Assets I, LLC requests that the crossclaim be denied.

**CROSS-CLAIM FOR INDEMNITY AND CONTRIBUTION BY PLAINTIFFS DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC, BASKIN-ROBBINS FRANCHISED RESTAURANTS LLC AND DB REAL ESTATE ASSETS I, LLC AGAINST SPRING HILL REALTY.**

1. To the extent Spring Hill failed to perform its obligations under the Prime Lease as alleged by the Marottas, cross-claimants seek indemnity and contribution from Spring Hill.
2. Pursuant to paragraph 16.2(b) of the Prime Lease, DB Real Estate Assets I, LLC is entitled to indemnity and contribution for all damages, expenses, and attorneys' fees

suffered as a result of Spring Hill's Prime Lease defaults, which after notice, it failed to cure,

3. Dunkin' Donuts Franchised Restaurants LLC and Baskin-Robbins Franchise Restaurants LLC are entitled to indemnity for lost royalties to the extent the Prime Lease defaults caused the Marottas to fail to satisfy their obligations under the franchise agreement.

WHEREFORE, Plaintiffs Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Restaurants LLC and DB Real Estate Assets I, LLC request indemnity, contribution and reasonable counsel fees and expenses to the extent its losses are caused by Prime Lease defaults by Spring Hill Realty.

Respectfully submitted,



Craig R. Tractenberg  
NIXON PEABODY LLP

Attorneys for Plaintiffs and  
Third Dunkin' Donuts Realty, Inc.

December 9, 2013